

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS				1. REQUISITION NUMBER 7/855-2605		PAGE OF PAGES 1 29	
OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				5. SOLICITATION NUMBER 53SBNB760123		6. SOLICITATION ISSUE DATE MAY 27, 1997	
2. CONTRACT NUMBER		3. AWARD/EFF. DATE		4. ORDER NUMBER		8. OFFER DUE DATE/ LOCAL TIME 6/17/97 3:00 PM (local)	
7. FOR SOLICITATION INFORMATION CALL		a. NAME Romana R. Moy		b. TELEPHONE NUMBER (No Collect Calls) (301) 975-4999		12. DISCOUNT TERMS	
9. ISSUED BY		CODE		10. THIS ACQUISITION IS		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED	
NAT'L INSTITUTE OF STANDARDS & TECH ACQUISITION & ASSISTANCE DIVISION BUILDING 301, ROOM B117 GAITHERSBURG, MD 20899-0001				<input checked="" type="checkbox"/> UNRESTRICTED SET ASIDE: 000 % FOR <input type="checkbox"/> SMALL BUSINESSES <input type="checkbox"/> SMALL DISADV.BUSINESSES 8(A) SIC: 3829 FSC: SIZE STANDARD: 500 EMPLOYEES		<input type="checkbox"/> SEE SCHEDULE	
						<input checked="" type="checkbox"/> 13a. THIS CONTRACT RATED ORDER UNDER DPAS (15 CFR 700)	
						13b. RATING NS	
				14. METHOD OF SOLICITATION		<input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP	
15. DELIVER TO				16. ADMINISTERED BY			
CODE				CODE			
NATL INSTITUTE OF STANDARDS & TECH BUILDING 301, RECEIVING ROOM ROUTE 270 AND QUINCE ORCHARD ROAD GAITHERSBURG, MD 20899-0001				NATL INSTITUTE OF STANDARDS & TECH ACQUISITION AND ASSISTANCE DIV BUILDING 301, ROOM B117 GAITHERSBURG, MD 20899-0001			
17a. CONTRACTOR/OFFEROR				18a. PAYMENT WILL BE			
CODE				CODE			
FACILITY				MADE BY			
CODE				NATL INSTITUTE OF STANDARDS & TECH ACCOUNTS PAYABLE OFFICE BUILDING 101, ROOM A825 GAITHERSBURG, MD 20899-0001			
TELEPHONE NO.							
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER				18b. SUBMIT INVOICE TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM			
19. ITEM NO		20. SCHEDULE OF SUPPLIES/SERVICES		21. QUANTITY		22. UNIT	
		Standard Reference Material (SRM) Hardness Test Blocks for the Rockwell "C" Scale at the hardness designated below. All hardness test blocks shall be supplied without hardness calibration according to the following Statement of Work (SOW).					
0001		SRM Hardness Test Blocks at the Rockwell Hardness Level HRC 25 (nominal level).		200		EACH	
		(Attach Additional Sheets as Necessary)					
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT (For Govt Use Only)	
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, 52.212-3 AND 52.212-5 ARE ATTACHED.						ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.	
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, 52.212-5 IS ATTACHED.						ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.	
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 3 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO <input checked="" type="checkbox"/> FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.				29. AWARD OF CONTRACT: REFERENCE OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5) INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN IS ACCEPTED AS TO ITEMS: .			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)		31c. DATE SIGNED	
				JOAN M. SMITH			
32a. QUANTITY IN COLUMN 21 HAS BEEN				33. SHIP NUMBER		34. VOUCHER NUMBER	
<input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, ACCEPT AS NOTED				<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		35. AMOUNT VERIFIED CORRECT FOR	
32b. SIGNATURE OF AUTHORIZED GOVT. REPRESENTATIVE		32c. DATE		36. PAYMENT		37. CHECK NUMBER	
				<input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL			
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT				38. S/R ACCOUNT NUMBER		39. S/R VOUCHER NUMBER	
				42a. RECEIVED BY (Print)		40. PAID BY	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE		42b. RECEIVED AT (Location)			
				42c. DATE REC'D(YY/MM/DD)		42d. TOTAL CONTAINERS	

AUTHORIZED FOR LOCAL REPRODUCTION

 STANDARD FORM 1449 (10-95)
 Prescribed by GSA-FAR (48 CFR) 53.212

ORDER FOR SUPPLIES AND SERVICES
SCHEDULE - CONTINUATION

PAGE NO.
1(a) of 29

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

DATE OF ORDER

CONTRACT NO.

ORDER NO.

ITEM NO. (19)	SUPPLIES OR SERVICES (20)	QUANTITY ORDERED (21)	UNIT (22)	UNIT PRICE (23)	AMOUNT (24)	QUANTITY ACCEPTED
0002	SRM Hardness Test Blocks at the Rockwell Hardness Level HRC 45 (nominal level).	150	EACH			
0003	SRM Hardness Test Blocks at the Rockwell Hardness Level HRC 63 (nominal level)	100	EACH			
	NOTE: THIS REQUIREMENT IS NOT CONSIDERED A COMMERCIAL ITEM PROCUREMENT IN ACCORDANCE WITH THE FEDERAL ACQUISITION REGULATIONS (FAR) PART 12.					
PAGE TOTAL -->						

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ADDENDA

A.1 PERIOD OF PERFORMANCE

The period of performance of this purchase order from the effective date of award through sixty (60) days thereafter.

A.2 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR)

- (a) (TO BE DETERMINED UPON AWARD), is hereby designated as the Contracting Officer's Technical Representative. The COTR may be changed at any time by the Government without prior notice to the contractor but notification of the change, including the name and address of the successor COTR, will be promptly provided to the Contractor by the Contracting Officer in writing. The COTR is located at the U.S. Department of Commerce, . His telephone number is Area Code .
- (b) The responsibilities and limitations of the COTR are as follows:
- (1) The Contracting Officer's Technical Representative is responsible for the technical aspects of the project and technical liaison with the Contractor. The COTR is also responsible for the final inspection and acceptance of all reports, and such other responsibilities as may be specified in the contract.
 - (2) The COTR is not authorized to make any commitments or otherwise obligate the Government or authorize any changes which affect the Contract price, terms or conditions. Any Contractor request for changes shall be referred to the Contracting Officer directly or through the COTR. No such changes shall be made without the expressed prior authorization of the Contracting Officer. The COTR may designate assistant COTR(s) to act for him by naming such assistant in writing and transmitting a copy of such designation through the Contracting Officer to the Contractor.

A.3 ORGANIZATIONAL CONFLICT OF INTEREST

- (a) The Contractor warrants that, to the best of the Contractor's knowledge and belief, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest, as defined in FAR Subpart 9.5, or that

A.3 (Continued)

the Contractor has disclosed all such relevant information.

- (b) The Contractor agrees that if an actual or potential organizational conflict of interest is discovered after award, the Contractor will make a full disclosure in writing to the Contracting Officer. This disclosure shall include a description of actions which the Contractor has taken or proposes to take, after consultation with the Contracting Officer, to avoid, mitigate, or neutralize the actual or potential conflict.
- (c) Remedies - The Contracting Officer may terminate this contract for convenience, in whole or in part, if it deems such termination necessary to avoid an organizational conflict of interest. If the Contractor was aware of a potential organizational conflict of interest prior to award or discovered an actual or potential conflict after award and did not disclose or misrepresented relevant information to the Contracting Officer, the Government may terminate the contract for default, debar the Contractor from Government contracting, or pursue such other remedies as may be permitted by law or this contract.
- (d) The Contractor further agrees to insert provisions which shall conform substantially to the language of this clause, including this paragraph (d), in any subcontract or consultant agreement hereunder.

A.4 STATEMENT OF WORK

SRM HARDNESS TEST BLOCKS

Standard reference material (SRM) hardness test blocks shall be produced for the Rockwell 'C' scale. These blocks shall be produced at the HRC 25, 45, and 63 (nominal) levels. The hardness test blocks shall be produced by commercial hardness block manufacturer(s) to rigid specifications. These blocks shall be certified at NIST and sold as SRM's and as such, shall be of the highest quality and uniformity available.

The manufacturer(s) shall produce hardness test blocks for each of three levels of Rockwell hardness according to the attached specification and shall permanently mark a serial number and NIST logo on each delivered block. The manufacturer(s) shall not measure the hardness value of the delivered blocks. Each hardness test block shall be calibrated and certified by NIST.

One or more hardness test blocks shall be chosen at random from each designated production batch for evaluation according to the attached specification. Any designated production batch that does not satisfy the uniformity requirements of the specification will be rejected and returned to the manufacturer(s) or destroyed. All blocks shall be inspected to ensure compliance with all other parts of the attached specification.

SPECIFICATION FOR SRM HARDNESS TEST BLOCKS

This specification is for hardness test blocks that are to be used for Standard Reference Materials (SRM) for the Rockwell 'C' scale.

The SRM hardness test blocks shall be of the highest quality. In particular, the hardness value for each test block shall be very uniform over the surface of the block and shall be very stable over time.

Acceptance of these test blocks will be based on meeting the specified requirements as detailed below, and on performance tests conducted by NIST on samples from each designated batch of test blocks.

All SRM hardness test blocks produced to this specification shall meet the following requirements:

A. Test Block Calibration

A.1. The SRM hardness test blocks shall not be calibrated with hardness values by the manufacturer. This will be done by NIST. No hardness indents shall be made by the

A.4 (Continued)

manufacturer.

B. Test Block Material

B.1. Material to be used for producing the hardness blocks shall be carbon or alloy steel -- the specific alloy may be chosen by the manufacturer but shall be identified to NIST.

B.2. The steel shall be produced from high quality, clean steel to ensure uniformity, cleanliness, and stability.

B.3. The steel used shall be produced by electoslag refining (ESR) process to ensure cleanliness and homogeneity.

B.4. The hardness blocks shall be produced from steel plate starting stock to ensure uniformity and to prevent centerline segregation.

B.5. All hardness test blocks at each hardness level shall be produced from the same heat of steel.

B.6. An appropriate original plate thickness shall be chosen to produce blocks that have the required thickness after surface finishing and after removal of any potential decarburization layer on the surface of the blocks.

B.7. The steel heat shall be identified (by alloy grade and heat number) as designated to NIST to provide traceability of the material. Certified analysis of the steel shall be provided to NIST.

B.8. The steel used shall be decarburization free grade.

B.9. The test blocks shall be free from magnetism.

C. Test Block Uniformity

C.1. The uniformity of the hardness value over the test surface of each SRM hardness test block is of primary importance. For each SRM hardness block, the block shall be uniform over the entire designated test surface so that when evaluated by NIST all hardness values are within + 0.10 HRC unit of the same value for the 63 HRC hardness level, + 0.15 unit for the 45 HRC hardness level, and ± 0.20 unit for the 25 HRC hardness level.

D. Test Block Dimensions

A.4 (Continued)

D.1. All test blocks shall be circular in shape (see Attachment No. 01).

D.2. Maximum overall test block diameter--65 mm (+0 mm, - 2 mm tolerance).

D.3. The polished test surface area shall be no less than--3050 square mm (62.3 mm dia minimum).

D.4. The engraved circle for all hardness indentations shall be 57.3 mm diameter.

D.5. Minimum test block thickness--15 mm (+1, -0 tolerance).

E. Surface Condition/Flatness/Parallel Surfaces

E.1. The top and bottom surface of the blocks shall be free from visible scratches and defects.

E.2. The top and bottom surface of the blocks shall have a mean surface roughness not to exceed 0.0003 mm center line average.

E.3. The maximum deviation in flatness of the top and bottom surfaces shall not exceed 0.005 mm.

E.4. The maximum error in parallelism of the top and bottom surfaces shall not exceed 0.0002 mm per mm.

E.5. The test block corners [top and bottom] shall be chamfered or rounded by an amount which is customary in test block manufacture.

E.6. The top surface of each test block shall be lapped and polished to a mirror like finish.

F. Hardness Block Identification

F.1. The only identifying marks on the hardness blocks shall be the NIST logo (to be provided by NIST) and the hardness block serial number to be permanently marked on the hardness block. No specific manufacturer's identification should be on the block.

F.2. A serial number to be supplied by NIST shall be permanently marked on each block. The serial numbering system shall be agreed on by NIST and the manufacturer. An example of a suitable serial numbering system will include

A.4 (Continued)

the year of manufacture, the hardness nominal level, and the individual block number for traceability. (Example: 97C63001)

G. Hardness Levels

G.1. Hardness test blocks are to be supplied to NIST at three (3) hardness levels of the Rockwell C scale (HRC) as defined in ASTM E 18 - 94.

G.2. For the nominally HRC 25 level all hardness blocks shall be in the range 23 HRC to 27 HRC.

G.3. For the nominally HRC 45 level all hardness blocks shall be in the range 43 HRC to 47 HRC.

G.4. For the nominally HRC 63 level all hardness blocks shall be in the range 61 HRC to 65 HRC.

H. Hardness Block Production

H.1. The standard hardness blocks shall be heat treated to ensure uniformity within each block and stability over time.

H.2. The hardness test blocks shall be manufactured and heat treated in designated batches of no more than 24 in each batch. All test blocks in each batch shall be produced together throughout each step in the entire production process. The hardness blocks in each batch shall be identified to NIST by serial number for purposes of batch evaluation and identification by batch.

H.3. All hardness test block production practices shall be to the best known practice and the most current best technology.

I. Test Block Acceptance Requirements and Procedures

I.1. Each designated production batch of SRM hardness test blocks should consist of no more than 24 blocks. Two sample hardness test blocks from each designated production batch shall be used for destructive and nondestructive testing by NIST. Acceptance of the remaining hardness test blocks in each designated production batch shall be based on satisfactory results of the NIST tests.

I.2. For the samples taken from each designated production batch the following tests shall be carried out by NIST for acceptance of the designated production batches.

A.4 (Continued)

I.2.a. Metallurgical evaluation which shall include microstructural characterization, retained austenite determination, as required.

I.2.b. Check chemical analysis, as required.

I.2.c. Dimensional measurements and surface finish measurements as specified in section D and E above.

I.2.d. Hardness test block uniformity evaluation shall include testing the entire test surface of at least one hardness test block from each designated production test batch of test blocks to determine that the requirements of Section C above are met.

I.3. Each hardness test block shall be verified by NIST for compliance with all of sections D, E, F, and G specified above.

J. Documentation of Test Block Manufacture

NOTE: The following information that is provided to NIST will be kept confidential by NIST if requested by the test block manufacturer.

J.1. These test blocks shall be manufactured according to an appropriate quality control scheme (such as ISO 9000) to ensure consistency and uniformity of the completed test blocks. Documentation of the procedures followed shall be provided to NIST.

J.2. Documentation of all the material used for the manufacture of these test blocks shall be provided to NIST. This shall include the steel alloy specification and grade and the heat number to provide traceability of the material. Certified analysis of the steel shall be provided to NIST.

J.3. Documentation of all heat treatment procedures and records for each designated production batch of test blocks shall be provided to NIST.

J.4. Documentation of all procedures for cutting, machining, grinding, polishing, and lapping used to manufacture the test blocks shall be provided to NIST.

J.5. Documentation of the specific source of all material and the specific party carrying out each step in the manufacture of each designated production batch of test blocks shall be provided to NIST.

EVALUATION OF QUOTES

The submitted quotes will be evaluated based on the following evaluation factors. Technical evaluation factors are considered significantly more important than price.

TECHNICAL EVALUATION FACTOR A: TECHNICAL QUALITY

Samples of standardized hardness test blocks representative of those to be produced under this contract shall be submitted for technical evaluation by NIST. Two samples each at hardness levels of HRC 25, HRC 45, and HRC 63 shall be submitted. These samples shall be produced of the same material and using the same manufacturing procedures as all samples that will be produced to meet the requirements of this contract. The manufacturing of these test samples shall be documented as described in section J of the technical specification. The samples submitted for evaluation shall be evaluated according to the following criteria:

- (1) Hardness uniformity over the surface of the test block will be evaluated by NIST using the procedure described in section I.2.d of the technical specification.
- (2) Microstructural uniformity and quality will be evaluated as described in Subsection I.2.a of the technical specification.
- (3) Dimensional measurements and surface finish will be evaluated as described in Subsection I.2.c of the technical specification. NOTE: Minor variations in the overall dimensions of the test blocks submitted for this evaluation phase may differ slightly from those shown in the technical specification if it is not practical to fully satisfy the requirements in the technical specification.
- (4) Check chemical analysis will be carried out as described in Subsection I.2.b. of the technical specification, as required.

TECHNICAL EVALUATION FACTOR B: METHODOLOGY

Offerors shall be evaluated on submitted documentation which describes in detail how each step of the technical specification shall be met. This documentation shall include identification of all sources of material, identification of manufacturing facilities required to produce the test blocks,

A.4 (Continued)

and shall describe all steps in the manufacturing process required to satisfy the technical requirements for hardness uniformity, stability of the hardness values over time, and microstructural uniformity, and include all documentation from subcontractors as described in Section J of the Statement of Work.

TECHNICAL EVALUATION FACTOR C: QUALITY ASSURANCE

The offeror shall be evaluated on submitted documentation describing the quality assurance program to be used to ensure that the standardized test blocks produced to satisfy this requirement shall continue to meet the requirements of uniformity and stability over time as is required in the Statement of work.

TECHNICAL EVALUATION FACTOR D: PAST PERFORMANCE

The offeror shall be evaluated on detailed information regarding past success in producing standardized hardness test blocks of the same type and quality as those required by the Statement of Work. Information provided shall include names of firms, the name of a contact point, and a telephone number for the contact point.

PRICE

Price proposals will be evaluated as an aggregate in order to determine best value to the Government. Point scores will not be assigned to the price evaluation.

CONTRACT CLAUSES

B.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (JUN 1988)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

NUMBER	TITLE	DATE
52.211-16	VARIATION IN QUANTITY	APR 1984
52.222-3	CONVICT LABOR	AUG 1996
52.222-26	EQUAL OPPORTUNITY	APR 1984
52.222-36	AFFIRMATIVE ACTION FOR HANDICAPPED WORKERS	APR 1984
52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA	JAN 1988
52.225-11	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	OCT 1996
52.225-21	BUY AMERICAN ACT--NORTH AMERICAN FREE TRADE AGREEMENT IMPLEMENTATION ACT--BALANCE OF PAYMENTS PROGRAM	JAN 1997
52.232-1	PAYMENTS	APR 1984
52.232-8	DISCOUNTS FOR PROMPT PAYMENT	MAY 1997
52.232-11	EXTRAS	APR 1984
52.232-25	PROMPT PAYMENT	MAY 1997
52.233-1	DISPUTES	OCT 1995
52.233-3	PROTEST AFTER AWARD	AUG 1996
52.242-15	STOP-WORK ORDER	AUG 1989
52.242-17	GOVERNMENT DELAY OF WORK	APR 1984
52.243-1	CHANGES - FIXED-PRICE	AUG 1987
52.246-2	INSPECTION OF SUPPLIES - FIXED-PRICE	AUG 1996
52.247-34	F.O.B. DESTINATION	NOV 1991
52.249-1	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (SHORT FORM)	APR 1984
52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	APR 1984
52.253-1	COMPUTER GENERATED FORMS	JAN 1991

B.2 52.222-35 AFFIRMATIVE ACTION FOR SPECIAL DISABLED AND VIETNAM ERA VETERANS (APR 1984) (DEVIATION)

(a) Definitions.

"Appropriate office of the State employment service system," as used in this clause, means the local office of the

B.2 (Continued)

Federal-State national system of public employment offices assigned to serve the area where the employment opening is to be filled, including the District of Columbia, Guam, Puerto Rico, Virgin Islands, American Samoa, and the Trust Territory of the Pacific Islands.

"Openings that the Contractor proposes to fill from within its own organization," as used in this clause, means employment openings for which no one outside the Contractor's organization (including any affiliates, subsidiaries, and the parent companies) will be considered and includes any openings that the Contractor proposes to fill from regularly established "recall" lists.

"Openings that the Contractor proposes to fill under a customary and traditional employer-union hiring arrangement," as used in this clause, means employment openings that the Contractor proposes to fill from union halls, under their customary and traditional employer-union hiring relationship.

"Suitable employment openings," as used in this clause-

(1) Includes, but is not limited to, openings that occur in jobs categorized as-

- (i) Production and nonproduction;
- (ii) Plant and office;
- (iii) Laborers and mechanics;
- (iv) Supervisory and nonsupervisory;
- (v) Technical; and
- (vi) Executive, administrative, and professional positions compensated on a salary basis of less than \$25,000 a year; and

(2) Includes full-time employment, temporary employment of over 3 days, and part-time employment, but not openings that the Contractor proposes to fill from within its own organization or under a customary and traditional employer-union hiring arrangement, nor openings in an educational institution that are restricted to students of that institution.

(b) General. (1) Regarding any position for which the employee or applicant for employment is qualified, the Contractor shall not discriminate against the individual because the individual is a special disabled or Vietnam Era veteran. The Contractor

B.2 (Continued)

agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified special disabled and Vietnam Era veterans without discrimination based upon their disability or veterans' status in all employment practices such as-

- (i) Employment;
 - (ii) Upgrading;
 - (iii) Demotion or transfer;
 - (iv) Recruitment;
 - (v) Advertising;
 - (vi) Layoff or termination;
 - (vii) Rates of pay or other forms of compensation; and
 - (viii) Selection for training, including apprenticeship
- (2) The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor (Secretary) issued under the Vietnam Era Veterans' Readjustment Assistance Act of 1972 (the Act), as amended.
- (c) Listing openings. (1) The Contractor agrees to list all suitable employment openings existing at contract award or occurring during contract performance, at an appropriate office of the State employment service system in the locality where the opening occurs. These openings include those occurring at any Contractor facility, including one not connected with performing this contract. An independent corporate affiliate is exempt from this requirement.
- (2) State and local government agencies holding Federal contracts of \$10,000 or more shall also list all their suitable openings with the appropriate office of the State employment service.
- (3) The listing of suitable employment openings with the State employment service system is required at least concurrently with using any other recruitment source or effort and involves the obligations of placing a bona fide job order, including accepting referrals of veterans and nonveterans. This listing does not require hiring any particular job applicant or hiring from any particular group of job applicants and is not intended to relieve the Contractor from any requirements of Executive

B.2 (Continued)

orders or regulations concerning nondiscrimination in employment.

- (4) Whenever the Contractor becomes contractually bound to the listing terms of this clause, it shall advise the State employment service system, in each State where it has establishments, of the name and location of each hiring location in the State. As long as the Contractor is contractually bound to these terms and has so advised the State system, it need not advise the State system of subsequent contracts. The Contractor may advise the State system when it is no longer bound by this contract clause.
 - (5) Under the most compelling circumstances, an employment opening may not be suitable for listing, including situations when (i) the Government's needs cannot reasonably be supplied, (ii) listing would be contrary to national security, or (iii) the requirement of listing would not be in the Government's interest.
- (d) Applicability. (1) This clause does not apply to the listing of employment openings which occur and are filled outside the 50 States, the District of Columbia, Puerto Rico, Guam, Virgin Islands, American Samoa, and the Trust Territory of the Pacific Islands.
- (2) The terms of paragraph (c) above of this clause do not apply to openings that the Contractor proposes to fill from within its own organization or under a customary and traditional employer-union hiring arrangement. This exclusion does not apply to a particular opening once an employer decides to consider applicants outside of its own organization or employer-union arrangement for that opening.
- (e) Postings. (1) The Contractor agrees to post employment notices stating (i) the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified special disabled veterans and veterans of the Vietnam era, and (ii) the rights of applicants and employees.
- (2) These notices shall be posted in conspicuous places that are available to employees and applicants for employment. They shall be in a form prescribed by the Director, Office of Federal Contract Compliance Programs, Department of Labor (Director), and provided by or through the Contracting Officer.
 - (3) The Contractor shall notify each labor union or representative of workers with which it has a collective

B.2 (Continued)

bargaining agreement or other contract understanding, that the Contractor is bound by the terms of the Act, and is committed to take affirmative action to employ, and advance in employment, qualified special disabled and Vietnam Era veterans.

- (f) Noncompliance. If the Contractor does not comply with the requirements of this clause, appropriate actions may be taken under the rules, regulations, and relevant orders of the Secretary issued pursuant to the Act.
- (g) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order of \$10,000 or more unless exempted by rules, regulations, or orders of the Secretary. The Contractor shall act as specified by the Director to enforce the terms, including action for noncompliance.

B.3 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

- (a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.
- (b) The use in this solicitation or contract of any clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS

Attachment No. 01 - TEST BLOCK DIAMETER DRAWING, 1 page.
(Hard Copy Available Upon Request).

SOLICITATION PROVISIONS

D.1 52.215-16 CONTRACT AWARD (OCT 1995) ALTERNATE II (OCT 1995)

- (a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, cost or price and other factors, specified elsewhere in this solicitation, considered.
- (b) The Government may (1) reject any or all offers if such action is in the public interest, (2) accept other than the lowest offer, and (3) waive informalities and minor irregularities in offers received.
- (c) The Government intends to evaluate proposals and award a contract without discussions with offerors (except communications conducted for the purpose of minor clarification). Therefore, each initial offer should contain the offeror's best terms from a cost or price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary.
- (d) The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. UNLESS OTHERWISE PROVIDED IN THE SCHEDULE, OFFERS MAY BE SUBMITTED FOR QUANTITIES LESS THAN THOSE SPECIFIED. THE GOVERNMENT RESERVES THE RIGHT TO MAKE AN AWARD ON ANY ITEM FOR A QUANTITY LESS THAN THE QUANTITY OFFERED, AT THE UNIT COST OR PRICES OFFERED, UNLESS THE OFFEROR SPECIFIES OTHERWISE IN THE OFFER.
- (e) A written award or acceptance of offer mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer, as provided in paragraph (d) above), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award. Negotiations conducted after receipt of an offer do not constitute a rejection or counteroffer by the Government.
- (f) Neither financial data submitted with an offer, nor representations concerning facilities or financing, will form a part of the resulting contract. However, if the resulting contract contains a clause providing for price reduction for defective cost or pricing data, the contract price will be subject to reduction if cost or pricing data furnished is incomplete, inaccurate, or not current.

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- (g) The Government may determine that an offer is unacceptable if the prices proposed are materially unbalanced between line items or subline items. An offer is materially unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated in relation to cost for other work, and if there is a reasonable doubt that the offer will result in the lowest overall cost to the Government, even though it may be the low evaluated offer, or it is so unbalanced as to be tantamount to allowing an advance payment.
- (h) The Government may disclose the following information in post-award debriefings to other offerors: (1) the overall evaluated cost or price and technical rating of the successful offeror; (2) the overall ranking of all offerors, when any ranking was developed by the agency during source selection; (3) a summary of the rationale for award; (4) for acquisitions of commercial end items, the make and model of the item to be delivered by the successful offeror.

D.2 1352.233-2 SERVICE OF PROTESTS
(DEVIATION FAR 52.233-2) (AUG 1996)

- (a) Protests, as defined in Section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY
ACQUISITION AND ASSISTANCE DIVISION
BUILDING 301, ROOM B117
GAITHERSBURG, MD 20899-0001
ATTN: JOAN M. SMITH

- (b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

D.3 DEPARTMENT OF COMMERCE AGENCY-LEVEL PROTEST
PROCEDURES LEVEL ABOVE THE CONTRACTING
OFFICER (DEC 1996)

I. PURPOSE: To implement the requirements of Executive Order No. 12979 and Federal Acquisition Regulation (FAR 33.103).

On October 25, 1995, President Clinton signed Executive Order No. 12979 which directs heads of executive agencies to develop administrative procedures for resolving protests to awards of

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procurement contracts within their agencies at a level above the contracting officer. Authority to administer procurement-related directives has been delegated within the Department of Commerce through the Chief Financial Officer and Assistant Secretary for Administration to the Director for Acquisition Management (Procurement Executive).

The Department's goal is to encourage protesters to resolve their protests at the agency level, help build confidence in the Government's acquisition system, and reduce protests to the General Accounting Office and other external fora. Prior to submission of an agency protest, all parties shall use their best efforts to resolve concerns raised by an interested party at the contracting officer level through open and frank discussions. If concerns cannot be resolved, protesters may use these procedures when a resolution is requested from the agency at a level above the contracting officer.

II. DEFINITIONS:

An agency protest is one that may be filed with either the contracting officer or the protest decision authority but not both. When a protester decides to file a protest at the agency level with the protest decision authority, the guidelines set forth in these established agency level protest procedures above the contracting officer apply. These procedures are in addition to the existing protest procedures contained in the Federal Acquisition Regulation (FAR) Part 33.102. A day is a calendar day. In computing a period of time for the purpose of these procedures, the day from which the period begins to run is not counted. When the last day of the period is a Saturday, Sunday, or Federal holiday, the period extends to the next day that is not a Saturday, Sunday, or Federal holiday. Similarly, when the Washington, DC offices of the Department of Commerce are closed for all or part of the last day, the period extends to the next day on which the Department is open.

III. PROCEDURES:

- a. Protesters using these procedures may protest to the protest decision authority who will make the final decision for the Department. Protests shall be addressed to:

Mr. Jorge R. Urrutia
Director of Administration
National Institute of Standards and Technology
Building 101, Room A1105
Gaithersburg, Maryland 20899
FAX No. 301-926-7203

The outside of the envelope or beginning of the FAX transmission

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must be marked "Agency-level Protest". The protester shall also provide a copy of the protest within 1 day to the responsible contracting officer and a copy to the addressee indicated below:

Contract Law Division
Office of the Assistant General Counsel for Finance and
Litigation
Department of Commerce, Room H5882
14th Street and Constitution Avenue, N.W.
Washington, D.C. 20230
(FAX Number 202-482-5858)

- b. Election of forum: While a protest is pending at the agency level with the protest decision authority, the protester agrees not to protest to the General Accounting Office (GAO) or any other external fora. If the protester has already filed with the GAO or other external fora, the procedures described here may not be used.
 - 1. Protests based upon alleged improprieties in a solicitation which are apparent prior to bid opening or time set for receipt of proposals shall be filed prior to bid opening or the time set for receipt of proposals. If the contract has been awarded, protests must be filed within 10 days after contract award or 5 days after the date the protester was given the opportunity to be debriefed, whichever date is later. In cases other than those covered in the preceding two sentences, protests shall be filed not later than 10 days after the basis of the protest is known or should have been known, whichever is earlier.
 - 2. To be filed on a given day, protests must be received by 4:30 PM current local time. Any protests received after that time will be considered to be filed on the next day. Incomplete submissions will not be considered filed until all information is provided.
 - 3. To be complete, protests must contain the following information:
 - (i) the protester's name, address, telephone number, and fax number
 - (ii) the solicitation or contract number, name of contracting office and the contracting officer
 - (iii) a detailed statement of all factual and legal grounds for protests, and an explanation of how the protester was prejudiced

D.3 (Continued)

- (iv) copies of relevant documents supporting protester's statement
- (v) a request for ruling by the agency
- (vi) statement as to form of relief requested
- (vii) all information establishing that the protester is an interested party for the purpose of filing a protest
- (viii) all information establishing the timeliness of the protest.

All protests must be signed by an authorized representative of the protester.

Within 14 days after the protest is filed, the contracting officer will prepare an administrative report that responds to the issues raised by the protester and addresses any other issues, which, even if not raised by the protester, have been identified by agency officials as being relevant to the fairness of the procurement process. For good cause shown, the protest decision authority may grant an extension of time for filing the administrative report and for issuing the written decision. When an extension is granted, the protest decision authority will notify the protester and all interested parties within 1 day of the decision to grant the extension.

Unless an extension is granted, the protest decision authority will issue a decision within 35 days of the protest. The protest decision authority's final decision will be binding on the Department of Commerce and not subject to further appeals.

The protest decision authority shall send a written ruling and a summary of the reasons supporting the ruling to the protester by certified mail, return receipt requested with information copies to the applicable contracting office and Office of Acquisition Management.

Effect of protest on award and performance:

When a protest is filed prior to award, a contract may not be awarded unless authorized by the Head of the Contracting Activity (HCA) based on a written finding that:

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- (i) the supplies or services are urgently required,
- (ii) delivery or performance would be unduly delayed by failure to make the award promptly, or
- (iii) a prompt award will be in the best interest of the Government.

When a protest is filed within 10 days after contract award or 5 days after a debriefing date was offered to the protester under a timely debriefing request in accordance with FAR 15.1004, whichever is later, the contracting officer shall immediately suspend performance pending the resolution of the protest within the agency, including any review by an independent higher official, unless continued performance is justified. The HCA may authorize contract performance, notwithstanding the protest, based on a written finding that:

- (i) contract performance would be in the best interest of the United States, or
- (ii) urgent and compelling circumstances that significantly affect the interests of the United States will not permit waiting for a decision.

IV. REMEDIES:

The protest decision authority may grant one or more of the following remedies:

- (1) terminate the contract,
- (2) re-compete the requirement,
- (3) issue a new solicitation,
- (4) refrain from exercising options under the contract,
- (5) award a contract consistent with statutes and regulations,
- (6) amend the solicitation provisions which gave rise to the protest and continue with the procurement,
- (7) such other remedies as the decision-maker may determine are necessary to correct a defect. Designated Protest Decision Authority for Operating Unit as follows:

D.4 REGULATORY NOTICE

Offerors are advised that certain provisions and clauses identified with a Commerce Acquisition Regulation (CAR) notation for identification purposes, have not yet been incorporated into the CAR. However, all of these items are binding for this acquisition and will eventually be contained in the CAR at Part 13 of Title 48 of the Code of Federal Regulations.

D.5 INQUIRIES

Inquiries and all correspondence concerning this solicitation document should be submitted in writing to the issuing office. OFFERORS ARE INSTRUCTED SPECIFICALLY TO CONTACT ONLY THE PERSON CITED IN BLOCK 7 OF STANDARD FORM (SF) 1449 ON ANY ASPECT OF THIS REQUIREMENT PRIOR TO CONTRACT AWARD.

D.6 AMENDMENTS TO PROPOSALS

Any changes to a proposal made by the offeror after its initial submittal shall be accomplished by replacement pages. Changes from the original page shall be indicated on the outside margin by vertical lines adjacent to the change. The offeror shall include the date of the amendment at the bottom of the changed pages.

(a) Definitions.

"Common parent," as used in this solicitation provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Corporate status," as used in this solicitation provision, means a designation as to whether the offeror is a corporate entity, an unincorporated entity (e.g., sole proprietorship or partnership), or a corporation providing medical and health care services.

"Taxpayer Identification Number (TIN)," as used in this solicitation provision, means the number required by the IRS to be used by the offeror in reporting income tax and other returns.

- (b) All offerors are required to submit the information required in paragraphs (c) through (e) of this solicitation provision in order to comply with reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M and implementing regulations issued by the Internal Revenue Service (IRS). If the resulting contract is subject to the reporting requirements described in FAR 4.903, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) Taxpayer Identification Number (TIN).

☐ TIN:_____.

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of a Federal, state, or local government;

☐ Other. State basis._____

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(d) Corporate Status.

- ☐ Corporation providing medical and health care services, or engaged in the billing and collecting of payments for such services;
- ☐ Other corporate entity;
- ☐ Not a corporate entity:
 - ☐ Sole proprietorship
 - ☐ Partnership
 - ☐ Hospital or extended care facility described in 26 CFR 501(c)(3) that is exempt from taxation under 26 CFR 501(a).

(e) Common Parent.

- ☐ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this clause.
- ☐ Name and TIN of common parent:
 - Name _____
 - TIN _____

D.8 52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS
(JAN 1997)

- (a)
 - (1) The standard industrial classification (SIC) code for this acquisition is 3829.
 - (2) The small business size standard is no more than .
 - (3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.
- (b) Representations.
 - (1) The offeror represents as part of its offer that it ☐ is, ☐ is not a small business concern.
 - (2) (Complete only if offeror represented itself as a small business concern in block (b)(1) of this section.) The offeror represents as part of its offer that it ☐ is, ☐ is not a small disadvantaged business concern.

D.8 (Continued)

- (3) (Complete only if offeror represented itself as a small business concern in block (b)(1) of this section.) The offeror represents as part of its offer that it [] is, [] is not a women-owned small business concern.

- (c) Definitions. "Joint venture," for purposes of a small disadvantaged business (SDB) set-aside or price evaluation preference (as prescribed at 13 CFR 124.321), is a concern that is owned and controlled by one or more socially and economically disadvantaged individuals entering into a joint venture agreement with one or more business concerns and is considered to be affiliated for size purposes with such other concern(s). The combined annual receipts or employees of the concerns entering into the joint venture must meet the applicable size standard corresponding to the SIC code designated for the contract. The majority of the venture's earnings must accrue directly to the socially and economically disadvantaged individuals in the SDB concern(s) in the joint venture. The percentage of the ownership involvement in a joint venture by disadvantaged individuals must be at least 51 percent.

"Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

"Small disadvantaged business concern," as used in this provision, means a small business concern that (1) is at least 51 percent unconditionally owned by one or more individuals who are both socially and economically disadvantaged, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one or more socially and economically disadvantaged individuals, and (2) has its management and daily business controlled by one or more such individuals. This term also means a small business concern that is at least 51 percent unconditionally owned by an economically disadvantaged Indian tribe or Native Hawaiian Organization, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one or more of these entities, which has its management and daily business controlled by members of an economically disadvantaged Indian tribe or Native Hawaiian Organization, and which meets the requirements of 13 CFR part 124.

"Women-owned small business concern", as used in this provision, means a small business concern--

D.8 (Continued)

- (1) Which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
 - (2) Whose management and daily business operations are controlled by one or more women.
- (d) Notice. (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.
- (2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small or small disadvantaged business concern in order to obtain a contract to be awarded under the preference programs established pursuant to sections 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--
- (i) Be punished by imposition of a fine, imprisonment, or both;
 - (ii) Be subject to administrative remedies, including suspension and debarment; and
 - (iii) Be ineligible for participation in programs conducted under the authority of the Act.

D.9 52.222-21 CERTIFICATION OF NONSEGREGATED FACILITIES
(APR 1984)

- (a) "Segregated facilities," as used in this provision, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or otherwise.
- (b) By the submission of this offer, the offeror certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where

D.9 (Continued)

segregated facilities are maintained. The offeror agrees that a breach of this certification is a violation of the Equal Opportunity clause in the contract.

- (c) The offeror further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will--
- (1) Obtain identical certifications from proposed subcontractors before the award of subcontracts under which the subcontractor will be subject to the Equal Opportunity clause;
 - (2) Retain the certifications in the files; and
 - (3) Forward the following notice to the proposed subcontractors (except if the proposed subcontractors have submitted identical certifications for specific time periods):

NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR CERTIFICATIONS OF NONSEGREGATED FACILITIES

A Certification of Nonsegregated Facilities must be submitted before the award of a subcontract under which the subcontractor will be subject to the Equal Opportunity clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually).

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

D.10 52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS
(APR 1984)

The offeror represents that--

- (a) It [] has, [] has not participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation, the clause originally contained in Section 310 of Executive Order No. 10925, or the clause contained in Section 201 of Executive Order No. 11114;
- (b) It [] has, [] has not filed all required compliance reports; and
- (c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

D.11 52.222-25 AFFIRMATIVE ACTION COMPLIANCE (APR 1984)

The offeror represents that (a) it [] has developed and has on file, [] has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or (b) it [] has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

CERTIFICATION

I hereby certify that the responses to the above Representations, Certifications, and other statements (identified in Subsections D.7 through D.11) are accurate and complete.

Signature:

Title:

Date: